



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME  
AND THE BARCELONA CITY COUNCIL, SPAIN**



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**WHEREAS** the General Assembly of the United Nations established UN-HABITAT by Resolution 56/206 of 21st December 2001, transforming the already existing United Nations Human Settlement Office into the category of United Nations Programme. The mandate of UN-HABITAT is inspired by the Vancouver Declaration of 1976 and the Habitat Agenda undersigned by member states at the UN Conference on Human Settlements in Istanbul 1976 (Habitat II). The organization ultimate goal is to support governments at local, regional and national levels to achieve sustainable urban development and housing for all with special focus on tackling urban poverty;

**WHEREAS** the Barcelona City Council – Ajuntament de Barcelona (hereinafter the Barcelona City Council), The Third Mayor's Tenentcy in Charge of Urban Habitat, is the focal point for academic excellence and knowledge as well as the centre for promoting research in Urban Planning.

**WHEREAS** the UN-HABITAT and the Barcelona City Council (hereinafter collectively referred to as "the Signatories") share similar missions and wish to cooperate in areas of mutual concern related to urban governance, sustainable urban development and sustainable urbanization to enhance the effectiveness of their development efforts;

**NOW, THEREFORE**, UN-HABITAT and the Barcelona City Council (herein collectively referred to as the "Signatories") have entered into the present Memorandum of Understanding (herein referred to as the "MOU") under the following terms and conditions.

**Article I**  
**Scope of the Agreement**

1. The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Signatories, on a non-exclusive basis, in areas of common interest that are related to sustainable urban development.
2. Whereas the Signatories aim to strengthen the capacities of governments, local authorities and other partners to positively respond to the opportunities and challenges of urbanization in order to transform cities into inclusive centers of vibrant economic growth, social progress, and environmental sustainability specifically the Signatories agree to:
  - a) share experience, expertise, knowledge resources, institutional networks and opportunities for practical learning to support the capacity development of governments, local authorities and other partners;
  - b) support the formulation and validation of innovative new approaches for sustainable urban development through the identification of synergies and specific areas of cooperation within existing and future project portfolios of UN-Habitat and the Barcelona City Council;
  - c) in response to requests from cities, collaborate in providing high quality technical expertise and facilitating the provision of solutions in areas such as urban planning and design, mobility, urban economy, municipal finance, culture and education and others by drawing on the professional networks and university partnerships in Barcelona and elsewhere;
  - d) commonly design and organize activities taking place in Barcelona able to share the city's experience in the field of urban governance and accessible and efficient basic urban services.

**Article II**  
**Principles of the collaboration**

3. The Signatories agree to collaborate by adhering to the following principles:
  - a) mutual interest in the exchange of information and ideas;
  - b) mutual interest in promoting capacity development, learning, and technical assistance to enhance impact and sustainability;
  - c) promotion of consultative and collaborative approach in the design and implementation of collaborative activities;
  - d) informing the public of the Signatories' cooperative efforts and their results as appropriate;
  - e) sharing and promoting the exchange of innovative practices proven to provide results;



**Article III**  
**Responsibilities of the Signatories**

4. The Signatories agree to carry out their respective responsibilities in accordance with the provisions of this MOU. The Signatories agree to joint efforts and to maintain a close working relationship in order to achieve the objectives of this collaboration.
5. The Signatories shall keep each other informed of all relevant activities pertaining to this collaboration and shall hold consultations on a regular basis in order to evaluate progress in the implementation of this MOU.
6. The Signatories shall refrain from any action that may adversely affect the interests of the other Signatory and shall fulfill their commitments with fullest regard for the terms and conditions of this MOU and the principles of the United Nations and UN-Habitat.
7. All press releases or public statements relative to this MOU or its implementation must be approved by both Signatories, in writing, prior to release or disclosure.
8. The Signatories shall establish working focal points to ensure proper implementation of this MOU.

**Article IV**  
**Barcelona City Council's Responsibilities**

9. The responsibilities of the Barcelona City Council are:
  - a) to support the mobilization of financial and human resources from government, private sector, and other partners for the purposes of developing and implementing programmes, projects and events to strengthen the capacities of requesting governments, local authorities and other partners;
  - b) to support the identification, documentation, analysis and promotion of urban innovations in Barcelona for the benefit of requesting governments, local authorities and other partners;
  - c) to foster the development of new paradigms in urban development and management based on the tangible experiences of Barcelona City Council;
  - d) to provide access to learning opportunities for individuals of requesting governments, local authorities and other partners; through case studies of Barcelona, on-the job learning within the Barcelona City Council, and other means;
  - e) to provide overall coordination and/or facilitation for local partners to support the implementation of the MOU;
  - f) to participate in UN-Habitat events for the purposes of sharing learning and practices;
  - g) to promote, through its international links and networks, the experiences, knowledge resources, innovations and learning initiatives implemented through this MOU.

**Article V**  
**UN-Habitat's Responsibilities**

10. The responsibilities of UN-Habitat are:

- a) to link demand from requesting governments, local authorities and other partners to the supply of expertise, knowledge and learning opportunities available in the Barcelona City Council;
- b) to avail or facilitate access to its field experiences, knowledge, and current capacity development and training methodologies to benefit the formulation and implementation of the joint programmes, projects and events through a collaborative process of engagement with the Barcelona City Council;
- c) to provide selected programmes, projects and events with advisory support and technical expertise from within UN-Habitat and its academic partners and other networks;
- d) to invite the Barcelona City Council to participate in key events such as the World Urban Forum and other meetings as relevant for the purposes of sharing learning and practices;
- e) to promote the innovations and new paradigms developed through this MOU in relevant international meetings, conferences and other events.

**Article VI**  
**Monitoring and Evaluation**

- 11. The Signatories shall maintain regular close consultations to monitor and review the progress of the implementation of common activities.
- 12. The Signatories shall share with each other all relevant information and documents including reports and any other information related to the activities, outputs and impact of this collaboration.
- 13. The Signatories, may, wherever possible and appropriate, undertake joint missions with respect to the cooperation.

**Article VII**  
**Use of Name, Emblem and Media**

- 14. Neither Signatory will use the name or emblem of the other Signatory, or an abbreviation thereof, in connection with its business or otherwise, without the express prior written permission of a duly authorized representative of the Signatory in each case.
- 15. Neither Signatory has the authority, expressed or implied, to make any public statement on behalf of other Signatory. Any press releases that may be issued in relation to this MOU shall be approved in writing in advance by the Signatories before being issued.
- 16. Neither Signatory has the right to create a hyperlink to the other's website without the written authorization of the respective organization whose website is being linked to.



**Article VIII**  
**Settlement of Disputes**

17. Any controversy arising out of this Agreement will be settled amicably through consultation and negotiation between the Signatories.

**Article IX**  
**Modification and Finalization**

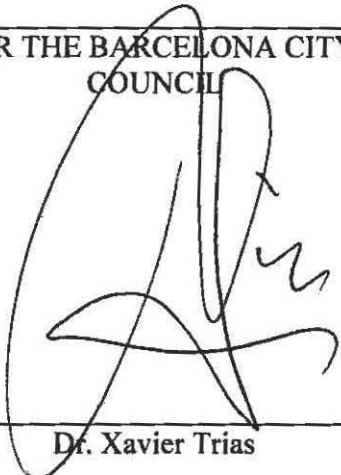
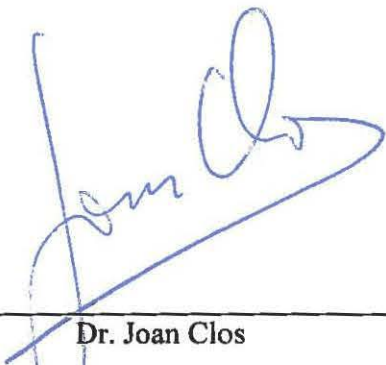
18. This MOU shall only be modified in writing pursuant to written approval of UN-Habitat and the Barcelona City Council, and any such correspondences shall be considered an integral part of this MOU herein.
19. Any matters not incorporated herein, shall be determined by the mutual agreement between UN-Habitat and the Barcelona City Council, and either Signatory shall take into account submitted proposals.
20. Notwithstanding Article IX.1 this MOU may be finalized by either Signatory giving the other Signatory a written notice of 60 days' notice prior to its intention to terminate.
21. In the event of finalization, the Signatories shall take all necessary action as required to promptly and orderly finalize any joint activity carried out under this agreement in a cost-effective manner.

**Article X**  
**General Provisions**

22. This MOU shall be valid from the date of the latest signature and shall remain valid until either or both Signatories give written notice of their intent to terminate the MOU.
23. Any differences arising out of this MOU shall be settled amicably through consultation and direct negotiation between the Signatories, represented by the duly appointed representatives of the Signatories.
24. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN-HABITAT.
25. All notices and communications to each Signatory required under or related to this MOU shall be forwarded to the respective addresses of each Signatory, as follows:

<b>For UN-Habitat</b>	<b>For the Barcelona City Council</b>
Ms. Diana Lopez Caramazana Office of the Executive Director P.O Box 30030. Nairobi 00100, KENYA diana.lopez@unhabitat.org Tel. +254.20.762.5099	Ms. Rahma El Badoui Plaça Sant Jaume, s/n 08002 Barcelona SPAIN relbadoui@bcn.cat Tel. +34 93 402 33 88

**IN WITNESS WHEREOF**, the undersigned, duly authorized representatives of UN-Habitat and the Barcelona City Council have signed two originals of this MOU in the place(s) and on the date(s) herein below indicated.

FOR THE BARCELONA CITY COUNCIL	FOR UN-HABITAT
	
Dr. Xavier Trias	Dr. Joan Clos
Mayor of Barcelona	Under-Secretary General and
Place: Barcelona	Executive Director
	Place: Nairobi
Date:	Date: 30/04/2012



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